

INDEPENDENT CONTRACTOR AGREEMENT
NO MARKET PARTICIPATION

THIS AGREEMENT is made and entered into this ____ day of _____, _____, by and between Christensen Farms & Feedlots, Inc., a Minnesota Corporation, (hereinafter "CF") and _____, whose address is _____ (hereinafter "Producer").

RECITALS:

1. CF produces, grows and markets pigs and wishes to obtain the services of Producer for assisting in such production.
2. Producer currently lacks the facilities but intends to construct a hog growing facility ("Facility") for growing pigs on a contract basis with CF.
3. The parties have had discussions with respect to carrying out the above stated intentions and wish to reduce their understandings and agreements to writing.

NOW, THEREFORE, the parties hereby agree, as follows:

1. PRECONDITIONS TO DELIVERY OF PIGS.

- A. **Building and Facilities.** Producer agrees to designate a site of _____ acres, more or less, for construction of a hog growing facility. The Facility shall contain ____ finishing barn(s); a barn being no less than _____ square feet; having approximate dimensions of ____ feet by ____ feet; construction to include all facilities and equipment ancillary and necessary for Producer to operate the Facility. Producer shall make provision for proper and sufficient utilities (including electricity and heat), water, permanent ingress and egress and manure storage and disposal for the duration of this contract. Producer agrees to execute those documents necessary to grant to CF an easement for purposes of ingress and egress from the Facility. Such documents shall also grant access to all water, utilities and manure disposal and the right to take possession of all of the foregoing for the duration of this Contract in the event of Producer's default. If requested by CF or Producer's lender, then Producer at his expense will obtain a survey of the site for purposes of obtaining a legal description in recordable form. Selection of contractors and all Facility site plans and specifications shall be subject to CF's advance approval.
- B. **Financial Requirements.** A condition precedent of this contract shall be proof of Producer's financial ability to construct and operate the Facility. In this regard, Producer, on account of Producer's own business judgment, represents and warrants that Producer shall: